

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

0 Valuation of Security 0 Assumption of Executory Contract or Unexpired Lease 0 Lien Avoidance

Last revised: December 1, 2017

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In Re:

Case No.: 17-24179

Arthur L. Handson, III

Judge: JNP

Debtor(s)

**Chapter 13 Plan and Motions**

Original  Modified/Notice Required Date: 12/5/2017  
 Motions Included  Modified/No Notice Required

**THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE**

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

THIS PLAN:

DOES  DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

DOES  DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

DOES  DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: SAS Initial Debtor: ALH Initial Co-Debtor: \_\_\_\_\_

**Part 1: Payment and Length of Plan**

a. The debtor shall pay \$ 2115.00 per Month to the Chapter 13 Trustee, starting on  
August 1, 2017 for approximately 60 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

Future earnings

Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

Sale of real property

Description: Short Sale of 1 Barrett Drive- EHT, NJ 08215

Proposed date for completion: \_\_\_\_\_

Refinance of real property:

Description:

Proposed date for completion: \_\_\_\_\_

Loan modification with respect to mortgage encumbering property:

Description: 44/46 Zion Road- EHT, NJ 08215 and for 345 Pine Cone Drive- Legighton, PA 18235

Proposed date for completion: 2/28/2018

d.  The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e.  Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection  NONE

a. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$ 1,585.00 to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: TD Bank (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$ 1310 + fee applications
DOMESTIC SUPPORT OBLIGATION		None
Internal Revenue Service	Priority Tax Years	\$5,127.16

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

None

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence:  **NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears:  **NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
TD Bank	First Mortgage	\$63,430	0%	\$63,430	\$1,585

c. Secured claims excluded from 11 U.S.C. 506:  **NONE**

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments  NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES  
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender  NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
CIT Bank	249 Mystic Drive- EHT, NJ 08234	\$150,000	\$200,000

**f. Secured Claims Unaffected by the Plan  NONE**

The following secured claims are unaffected by the Plan:

Bank of America- for- 1 Barrett Drive\* EHT, NJ- No Payments through plan- debtpr is seeking Short Sale.  
Calibur Mortgage- For 345 Pine Cone- Leighton, PA- Debtor to seek loan modification  
Wells Fargo Bank- For 44/46 Zion Road- EHT, NJ- No Payments through plan- Debtor to seek loanmodification.  
Mercedes Benz Financial Servies- To be paid outside of Chapter 13 Plan  
EMU Enterprises- Listed as a Creditor however this tax lien was paid off prior to filing of this Bankruptcy.

**g. Secured Claims to be Paid in Full Through the Plan:  NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan
U.S. Bank Cust. Pro Cap II	1334 Tilton Road- Northfield, NJ	\$44,310

**Part 5: Unsecured Claims  NONE**

**a. Not separately classified allowed non-priority unsecured claims shall be paid:**

Not less than \$ \_\_\_\_\_ to be distributed *pro rata*  
 Not less than \_\_\_\_\_ 0 percent  
 *Pro Rata* distribution from any remaining funds

**b. Separately classified unsecured claims shall be treated as follows:**

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid

**Part 6: Executory Contracts and Unexpired Leases  NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

Part 7: Motions  NONE

**NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A Certification of Service, *Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.**

**a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f).  NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.  NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified

**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.  NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

Upon confirmation  
 Upon discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Attorney Fees
- 3) Secured Claims
- 4) Priority Claims

**d. Post-Petition Claims**

The Standing Trustee  is,  is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification  NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 8/14/2017.

Explain below **why** the plan is being modified:

To Clarify Treatment of several secured claims-  
Mercedes Benz to be paid outside.  
Moved US Cust Pro Cap II - Tax Lien is Secured Claim to  
be paid in full through plan.

Explain below **how** the plan is being modified:

Adding Mercedes Benz to Unaffected Creditors  
Moved to Secured Creditors being paid in full through plan.

Are Schedules I and J being filed simultaneously with this Modified Plan?  Yes  No

Part 10: Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

NONE

Explain here:

Any non-standard provisions placed elsewhere in this plan are void.

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Certification.

I certify under penalty of perjury that the plan contains no non-standard provisions other than those set forth in this final paragraph.

Date: 12/5/2017

/s/Steven A. Silnutzer  
Attorney for the Debtor

Date: 12/5/2017

/s/Arthur L. Handson, III  
Debtor

Date: \_\_\_\_\_

Joint Debtor

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

Date: 12/5/2017

/s/Steven A. Silnutzer  
Attorney for the Debtor

I certify under penalty of perjury that the above is true.

Date: 12/5/2017

/s/Arthur L. Handson, III  
Debtor

Date: \_\_\_\_\_

Joint Debtor

**Certificate of Notice Page 11 of 12**  
 United States Bankruptcy Court  
 District of New Jersey

In re:  
 Arthur L Handson, III  
 Debtor

Case No. 17-24179-JNP  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0312-1

User: admin  
 Form ID: pdf901

Page 1 of 2  
 Total Noticed: 43

Date Rcvd: Dec 07, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 09, 2017.

db +Arthur L Handson, III, 7 Lees Lane, Egg Harbor Twp., NJ 08234-7004  
 cr +BANK OF AMERICA, N.A., Phelan Hallinan & Schmieg, PC, 400 Fellowship Road, Suite 100,  
     Mt. Laurel, NJ 08054-3437  
 cr +CIT Bank, N.A., Robertson, Anschutz & Schneid, P.L., 6409 Congress Avenue, Suite 100,  
     Boca Raton, FL 33487, UNITED STATES 33487-2853  
 cr +CIT Bank, N.A., fka OneWest Bank, N.A., fka OneWes, PO Box 9013, Addison, TX 75001-9013  
 517052880 BANK OF AMERICA, N.A., Bank of America, PO BOX 31785, Tampa FL 33631-3785  
 516936575 Bank of America Home Loans, PO Box 31785, Tampa, FL 33631-3785  
 516936576 Buckley Madole, P.C., 99 Wood Ave S Ste 803, Iselin, NJ 08830-2713  
 516936579 CBCS, PO Box 2724, Columbus, OH 43216-2724  
 516997634 +CIT Bank, N.A., C/O Robertson, Anschutz & Schneid P.L., 6409 Congress Ave, Suite 100,  
     Boca Raton FL 33487-2853  
 517056614 +CITI Bank, N.A., fka 2 W. Bank, P.O. Box 9013, Addison, Texas 75001-9013  
 516936578 Capital One Bank, PO Box 30281, Salt Lake City, UT 84130-0281  
 516936580 Christopher DeNardo, Esq., 3600 Horizon Dr, King of Prussia, PA 19406-4702  
 516936581 +Citibank, PO Box 6241, Sioux Falls SD 57117-6241  
 516936582 +Citibank, Attn Legal Dept, 701 E. 60th St.North, PO Box 6034, Sioux, Falls SD 57117-6034  
 516936584 +Cooper Levenson, 1125 Atlantic Ave, Atlantic City, NJ 08401-4812  
 516936585 Dembo & Salducci, 1300 Route 73, Mount Laurel, NJ 08054-2200  
 516936586 +Duanne Morris LLP, 30 S 17th St, Philadelphia, PA 19103-4196  
 516936587 +EMU Enterprises, 23545 Old 44 Dr., Millville, CA 96062-9511  
 516936588 Gary C. Zeitz, LLC, Att: Linda Fosse, 1101 Laurel Oak Rd Ste 170, Voorhees, NJ 08043-4381  
 516936590 M & T Bank, PO Box 619063, Dallas, TX 75261-9063  
 516936592 Onondaga Abstract Inc, 9 Albany St, Cazenovia, NY 13035-1201  
 516936595 PP&L Electric, 2 N 9th St, Allentown, PA 18101-1139  
 516936593 Phelan Hallinan Diamond & Jones PC, 400 Fellowship Rd Ste 100, Mount Laurel, NJ 08054-3437  
 516936594 Phelan Hallinan Diamond & Jones PC, Att: Michael F. Dingerdissen, 400 Fellowship Rd Ste 100,  
     Mount Laurel, NJ 08054-3437  
 516936596 Rickart Collection Systems, Inc., PO Box 7242, North Brunswick, NJ 08902-7242  
 516936597 Shapiro & DeNardo, 14000 Commerce Pkwy Ste B, Mount Laurel, NJ 08054-2242  
 516936598 Shapiro & DeNardo, Att: Christopher DeNardo, 3600 Horizon Dr Ste 150,  
     King of Prussia, PA 19406-4702  
 516936600 +U.S. BANK CUST. PRO CAP II, 50 S 16TH ST STE 1960, PHILADELPHIA PA 19102-2517  
     (address filed with court: U.S. Bank Cust. Pro Cap II, 50 S 16th St Ste 1950,  
     Philadelphia, PA 19102-2517)  
 517156606 +U.S. BANK TRUST, N.A., Caliber Home Loans, Inc., P.O. Box 24330,  
     Oklahoma City, OK 73124-0330  
 517157884 +U.S. BANK TRUST, N.A., 13801 Wireless Way, Oklahoma City OK 73134-2500  
 516936601 U.S. Bank Trust National Association, 300 Delaware Ave Fl 9, Wilmington, DE 19801-1607  
 516936602 Wells Fargo Bank, Attn: Bankruptcy Department, PO Box 10335, Des Moines, IA 50306-0335  
 517165995 +Wells Fargo Bank, N.A., Law Department, 301 S. Tryon St., 16th Floor, MAC D1130-161,  
     Charlotte, NC 28282-1915

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: usanj.njbankr@usdoj.gov Dec 07 2017 22:26:53 U.S. Attorney, 970 Broad St.,  
     Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534  
 smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Dec 07 2017 22:26:51 United States Trustee,  
     Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,  
     Newark, NJ 07102-5235  
 cr +E-mail/Text: bankruptcy@pepcoholdings.com Dec 07 2017 22:26:41 Atlantic City Electric,  
     5 Collins Drive, Suite 2133, Carneys Point, NJ 08069-3600  
 516936574 E-mail/Text: bankruptcy@pepcoholdings.com Dec 07 2017 22:26:41  
     Atlantic City Electric Company, Pepco Holdings, Inc.,  
     Bankruptcy Division, Mail Stop 84CP42, 5 Collins Drive, Suite 2133,  
     Carneys Point, NJ 08069-3600  
 516936577 E-mail/Text: ECMBKMail@Caliberhomeloans.com Dec 07 2017 22:27:37 Calibur Home Loan,  
     13801 Wireless Way, Oklahoma City, OK 73134-2500  
 516936583 +E-mail/Text: cruffo@cityofnorthfield.org Dec 07 2017 22:26:55 City of Northfield,  
     1600 Shore Rd Ofc, Northfield, NJ 08225-2201  
 516936589 E-mail/Text: cio.bnccmail@irs.gov Dec 07 2017 22:26:36 Internal Revenue Service,  
     PO Box 21126, Philadelphia, PA 19114-0326  
 516936591 E-mail/Text: M74banko@daimler.com Dec 07 2017 22:27:33 Mercedes Motor Financial services,  
     PO Box 685, Roanoke, TX 76262-0685  
 517107435 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Dec 07 2017 22:51:09  
     Portfolio Recovery Associates, LLC, c/o Capital One Bank, N.a., POB 41067,  
     Norfolk VA 23541  
 516936599 E-mail/Text: bankruptcy@td.com Dec 07 2017 22:26:55 TD Bank NA, 1701 Marlton Pike E,  
     Cherry Hill, NJ 08003-2390

TOTAL: 10

District/off: 0312-1

User: admin  
Form ID: pdf901

Page 2 of 2  
Total Noticed: 43

Date Rcvd: Dec 07, 2017

\*\*\*\*\* BYPASSED RECIPIENTS (continued) \*\*\*\*\*

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

517176114\* BANK OF AMERICA, N.A., Bank of America, PO BOX 31785, Tampa FL 33631-3785  
517022988 ##Jessica Shaak, 7 Lees Lane, Egg Harbor Twp, NJ 08234-7004

TOTALS: 0, \* 1, ## 1

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '+++' were transmitted to the recipient's preferred mailing address  
pursuant to 11 U.S.C. 342(e).

Addresses marked '++++' were corrected as required by the USPS Locatable Address Conversion System (LACS).

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices  
will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The  
debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Dec 09, 2017

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email)  
system on December 5, 2017 at the address(es) listed below:

Denise E. Carlon on behalf of Creditor CIT Bank, N.A., fka OneWest Bank, N.A., fka OneWest  
Bank, FSB dcarlon@kmllawgroup.com, bkgroup@kmllawgroup.com  
Isabel C. Balboa ecfmail@standingtrustee.com, summarymail@standingtrustee.com  
Isabel C. Balboa on behalf of Trustee Isabel C. Balboa ecfmail@standingtrustee.com,  
summarymail@standingtrustee.com  
Jane L. McDonald on behalf of Trustee Isabel C. Balboa ecf@standingtrustee.com  
Laura M. Egerman on behalf of Creditor CIT Bank, N.A. bkyecf@rasflaw.com,  
bkyecf@rasflaw.com;legerman@rasnj.com  
Nicholas V. Rogers on behalf of Creditor BANK OF AMERICA, N.A. nj.bkecf@fedphe.com  
Rebecca Ann Solarz on behalf of Creditor CIT Bank, N.A., fka OneWest Bank, N.A., fka OneWest  
Bank, FSB rsolarz@kmllawgroup.com  
Richard James Tracy, III on behalf of Creditor TD Bank, N.A. rtracy@schillerknapp.com,  
tshariff@schillerknapp.com;kcollins@schillerknapp.com;mpreston@schillerknapp.com  
Steven A. Silnutzer on behalf of Debtor Arthur L Handson, III stevenasil2000@yahoo.com,  
G28047@notify.cincompass.com  
Steven P. Kelly on behalf of Creditor U.S. Bank Trust, N.A., as trustee for LSF9 Master  
Participation Trust by Caliber Home Loans, Inc., as it's attorney in fact  
skelly@sterneisenberg.com, bkecf@sterneisenberg.com  
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 11